

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**CHRISTIE CRAVEN, On Behalf of  
Herself and Others Similarly Situated,**

Plaintiff

VS.

**EXCEL STAFFING SERVICES INC.,  
EXCEL STAFFING PROFESSIONAL  
NURSING, INC., DAVID J. TOLIN, AND  
FREDERICK TOLIN,**

## Defendants.

**FOR OFFICIAL USE ONLY**

NO. 4:12-CV-2860

**DEFENDANTS' RULE 68 OFFER OF JUDGMENT  
TO PLAINTIFF CHRISTIE CRAVEN**

Defendants in accordance with Fed. R. Civ. P. 68 hereby submits this Offer of Judgment to Plaintiff Christie Craven and show as follows:

1. Defendants offer to accept judgment against it in the total amount of four thousand one hundred dollars and zero cents (\$17,500), in collective and complete settlement of Plaintiff CHRISTIE CRAVEN'S claims arising out of, alleged in, or related to, the facts and transactions alleged in the Complaint filed by Plaintiff against Defendants in the United States District Court for the Southern District of Texas, Houston Division, Case No. 4:12-CV-2860, including all reasonable fees and costs incurred as of the date of this Offer of Judgment.

2. Thus, the sum of \$17,500 is inclusive of fees and costs, including attorneys' fees, accrued to date.

3. This Offer of Judgment is made for the purposes specified in Rule 68 and is not to be construed as an admission that Defendants are liable in this action or that Plaintiff has suffered any damages. If Plaintiff fails to obtain a more favorable judgment against Defendant,

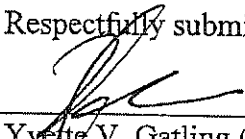
please take notice that, pursuant to Rule 68(c), Defendants will ask the Court to deny Plaintiff any post-offer costs, including attorneys' fees, and for an award of Defendants' post-offer costs, including but not limited to, their attorneys' fees, a sum to cover costs of the services of experts in preparation for trial, costs incurred during trial, and such other costs and fees as the Court deems proper, in addition to any other rights and remedies available under the law.

4. In order for Plaintiff CHRISTIE CRAVEN to accept Defendants' offer, she must serve written notice of acceptance upon Defendants within fourteen days after service of this Offer of Judgment. An offer not accepted within the specified period for acceptance will be deemed withdrawn.

5. This Offer of Judgment is made in good faith and solely for purposes specified in rule 68, and it is not be construed as an admission of any kind, including but not limited to an admission that Defendants are liable in this action or that plaintiff CRAVEN has suffered any damages.

Dated May 30, 2014

Respectfully submitted,



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Yvette V. Gatling (Attorney-in-Charge)

State Bar No. 24007231

Federal ID No. 24321

LITTLER MENDELSON

A PROFESSIONAL CORPORATION

1301 McKinney Street

Suite 1900

Houston, TX 77010

713.951.9400 (Telephone)

713.951.9212 (Telecopier)

ATTORNEYS FOR DEFENDANTS

EXCEL STAFFING SERVICES INC., EXCEL

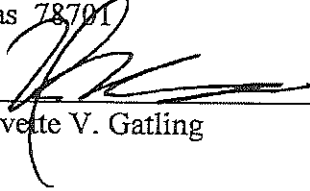
STAFFING PROFESSIONAL NURSING, INC.,

DAVID J. TOLIN, AND FREDERICK TOLIN

CERTIFICATE OF SERVICE

I hereby certify that on the 3<sup>rd</sup> day of May, 2014 a true and correct copy of the foregoing was served upon the all parties of record by certified mail, return receipt requested, addressed as follows:

David G. Langenfeld  
DUNHAM & JONES, P.C.  
1800 Guadalupe Street  
Austin, Texas 78701

  
\_\_\_\_\_  
Yvette V. Gatling

**David Langenfeld**

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**From:** David Langenfeld  
**Sent:** Wednesday, June 11, 2014 7:03 PM  
**To:** ygatling@littler.com  
**Subject:** Craven v. Excel Staffing

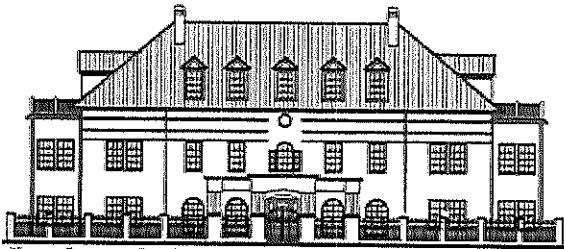
Dear Ms. Gatling:

Plaintiff accepts your offer to settle the referenced matter pursuant the terms set forth in Defendants' Rule 68 Offer of Judgment dated May 30, 2014.

**DAVID G. LANGENFELD**

ATTORNEY AT LAW

**DUNHAM & JONES**  
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**Dunham & Jones, Attorneys at Law, P.C.**